

FAX  
312-750-8600

LAW OFFICES  
**ROSS & HARDIES**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
150 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60601-7567  
312-558-1000



October 9, 2001

**VIA OVERNIGHT COURIER**

Mr. Vernon A. Williams  
Secretary  
Office of the Secretary  
The Surface Transportation Board  
1925 K Street, N.W.- Room 714  
Washington, D.C. 20423

RECORDING NO. **14606-F**  
OCT 16 '01 3-46 PM  
TS  
SURFACE TRANSPORTATION BOARD

Re: Document to be filed for Cross-Referencing Purposes

Dear Mr. Williams:

Enclosed for filing, for cross-referencing purposes, are three photostatic copies of the Memorandum of Assignment and Assumption Agreement, dated as of September 28, 2001 (the "Memorandum of Assignment and Assumption"), between First Chicago Leasing Corporation ("Assignor") and Citicorp Railmark, Inc. ("Assignee"), which Memorandum of Assignment and Assumption is a primary document as defined in the Commission's Rules for the Recordation of Documents, and which was filed by the Surface Transportation Board on October 5, 2001 and assigned document number 23643.

The names and addresses of the parties to the enclosed Memorandum of Assignment and Assumption Agreement are:

Assignor: First Chicago Leasing Corporation  
c/o Banc One Capital Corporation  
55 West Monroe Street  
Chicago, Illinois 60670-0502

Assignee: Citicorp Railmark, Inc.  
450 Mamaroneck Avenue  
Harrison, New York 10528

October 9, 2001

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A description of the railroad equipment covered by the enclosed document is set forth on Exhibit B to the Memorandum of Assignment and Assumption Agreement.

The Memorandum of Assignment and Assumption Agreement relates to that certain leveraged leased financing evidenced by various documents, including the Equipment Lease dated as of March 15, 1985 between Wilmington Trust Company, as Trustee, and General American Transportation Corporation, as Lessee, and the First Amendment thereto dated as of July 30, 1985, the Second Amendment thereto dated as of September 25, 1985 and the Third Amendment thereto, dated as of May 1, 1986, which documents were recorded with the Surface Transportation Board and filed in recordation file no. 14606 as documents 14606, 14606-A, 14606-B and 14606-C, respectively. ***Please file the enclosed Memorandum of Assignment and Assumption Agreement and duplicate copy of this letter in recordation file no. 14606 for cross-referencing purposes.***

Also enclosed is a check in the amount of \$28.00 payable to the order of The Surface Transportation Board covering the required recordation fee.

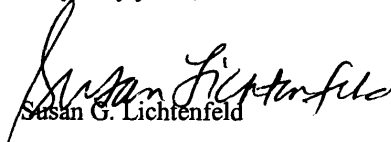
Kindly return two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Cross Referenced in File No. 14606

Memorandum of Assignment and Assumption Agreement, dated as of September 28, 2001 between First Chicago Leasing Corporation, as Assignor, and Citicorp Railmark, Inc., as Assignee, relating to the agreements described on Exhibit A thereto and the 242 tank cars and 5 airslide freight cars described on Exhibit B thereto, which was filed as a primary document on October 5, 2001 in recordation file no. 23643.

Very truly yours,

  
Susan G. Lichtenfeld

SGL/vgc  
w/encl.

cc: Robert W. Kleinman

## MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 28<sup>th</sup> day of September, 2001, is made by First Chicago Leasing Corporation, a Delaware corporation, with an address at c/o Banc One Capital Corporation, 55 West Monroe Street, Chicago, Illinois 60670-0502 (the "Assignor"), and Citicorp Railmark, Inc., a Delaware corporation, with an address at 450 Mamaroneck Avenue, Harrison, New York 10528 ("Assignee", and together with the Assignor, the "Parties").

### WITNESSETH:

The Parties entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof;

Under the Assignment and Assumption Agreement, the Assignor assigned its right, title and interest in and to certain railroad equipment and leases and beneficial interests therein to Assignee, and Assignee has accepted and assumed all duties and obligations of Assignor with respect thereto arising on or after the date hereof. The documents relating to the railroad equipment are set forth in Exhibit A hereto. The railroad equipment is described in Exhibit B hereto.

The Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

FIRST CHICAGO LEASING CORPORATION

By: Anne Pax Dvorak  
Name: Anne Pax Dvorak  
Title: First Vice President

CITICORP RAILMARK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RECORDING NO. 14606-F

OCT 16 '01 2-46 PM

SURFACE TRANSPORTATION BOARD

## MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 26<sup>th</sup> day of September, 2001, is made by First Chicago Leasing Corporation, a Delaware corporation, with an address at c/o Banc One Capital Corporation, 55 West Monroe Street, Chicago, Illinois 60670-0502 (the "Assignor"), and Citicorp Railmark, Inc., a Delaware corporation, with an address at 450 Mamaroneck Avenue, Harrison, New York 10528 ("Assignee", and together with the Assignor, the "Parties").

### WITNESSETH:

The Parties entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof;

Under the Assignment and Assumption Agreement, the Assignor assigned its right, title and interest in and to certain railroad equipment and leases and beneficial interests therein to Assignee, and Assignee has accepted and assumed all duties and obligations of Assignor with respect thereto arising on or after the date hereof. The documents relating to the railroad equipment are set forth in Exhibit A hereto. The railroad equipment is described in Exhibit B hereto.

The Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

FIRST CHICAGO LEASING CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

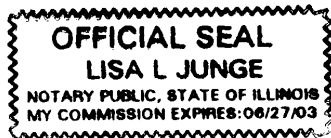
CITICORP RAILMARK, INC.

By: R. Shawn Miller  
Name: R. SHAWN MILLER  
Title: Vice President

STATE OF ILLINOIS   )  
                                  ) SS:  
COUNTY OF COOK     )

On this 28<sup>th</sup> day of September, 2001 before me personally appears Anne Pax Dvorak, to me personally known, who by me duly sworn, says that he/she is the First Vice President of FIRST CHICAGO LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[SEAL]

Lisa L. Junge  
Notary Public

My Commission expires:

STATE OF NEW YORK   )  
                                  ) SS:  
COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of September, 2001 before me personally appears \_\_\_\_\_, to me personally known, who by me duly sworn, says that he/she is the \_\_\_\_\_ of CITICORP RAILMARK, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission expires:

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

On this \_\_\_\_\_ day of September, 2001 before me personally appears \_\_\_\_\_, to me personally known, who by me duly sworn, says that he/she is the \_\_\_\_\_ of FIRST CHICAGO LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission expires:

STATE OF NEW YORK )  
 *Westchester* ) SS:  
COUNTY OF ~~NEW YORK~~ )

On this 25 day of September, 2001 before me personally appears R. Shawn Miller to me personally known, who by me duly sworn, says that he/she is the Vice President of CITICORP RAILMARK, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Donald E. Hoyt*  
Notary Public

[SEAL]

My Commission expires:

**DONALD E. HOYT**  
Notary Public, State of New York  
No. 02HO5044718  
Qualified in Westchester County  
Commission Expires June 5, 2003

## EXHIBIT A

### Documents Relating to the Railroad Equipment

1. Participation Agreement dated as of March 15, 1985 among (A) General American Transportation Corporation, as Lessee (the "Lessee"), (B) the Seller (as successor in interest to FCL Ship One, Inc. pursuant to an Assignment and Assumption Agreement dated February 25, 1998 between FCL Ship One, Inc. (as successor in interest to the Seller pursuant to an Assignment and Assumption Agreement dated June 16, 1995 between the Seller, as assignor, and FCL Ship One, Inc., as assignee), as assignor, and the Seller, as assignee), as Trustor (the "Trustor"), (C) the Note Purchasers party thereto, (D) Wilmington Trust Company, individually and as Trustee of GATC Trust No. 85-1, as Trustee (the "Trustee"), and (E) The Bank of New York (successor to Mercantile-Safe Deposit and Trust Company), as Security Trustee.

1.1. First Amendment to Participation Agreement dated June 24, 1985.

1.2. Second Amendment to Participation Agreement dated September 25, 1985.

2. Equipment Lease dated as of March 15, 1985 between the Trustee and the Lessee.

2.1. First Amendment to Equipment Lease dated July 30, 1985.

2.2. Second Amendment to Equipment Lease dated September 25, 1985.

2.3. Third Amendment to Equipment Lease dated May 1, 1986.

3. Security Agreement-Trust Deed dated as of March 15, 1985 between the Trustee and the Security Trustee.

3.1. First Amendment to Security Agreement-Trust Deed dated July 30, 1985.

3.2. Second Amendment to Security Agreement-Trust Deed dated September 25, 1985.

4. Trust Agreement dated as of March 15, 1985 between the Trustee and the Trustor.

5. Tax Indemnity Agreement dated as of March 15, 1985 between the Lessee and the Trustor.

6. Assignment and Assumption Agreement dated June 16, 1995 between the Seller, as assignor, and FCL Ship One, Inc., as assignee.

7. Assignment and Assumption Agreement dated February 25, 1998 between FCL Ship One, Inc., as assignor, and the Seller, as assignee.

***Purchase Documents***

1. Assignment of Warranties dated as March 15, 1985 between the Lessee and the Trustee.
2. Certificate of Acceptance (first closing) dated March 29, 1985.
3. Bill of Sale (first closing) dated March 29, 1985 from the Lessee to the Trustee.
4. Certificate of Acceptance (second closing) dated May 15, 1985.
5. Bill of Sale (second closing) dated May 15, 1985 from the Lessee to the Trustee.
6. Certificate of Acceptance (third closing) dated June 27, 1985.
7. Bill of Sale (third closing) dated June 27, 1985 from the Lessee to the Trustee.
8. Certificate of Acceptance (fourth closing) dated July 30, 1985.
9. Bill of Sale (fourth closing) dated July 30, 1985 from the Lessee to the Trustee.



**EXHIBIT B**

**247 RAILCARS**

242 tank cars marked as follows (all inclusive):

GATX 52801 – GATX 52808  
GATX 52759 – GATX 52765  
GATX 52772 – GATX 52779  
GATX 22093 – GATX 22114  
GATX 22116 – GATX 22122  
GATX 22128 – GATX 22147  
GATX 38088 – GATX 38099  
GATX 38082 – GATX 38087  
GATX 22251 – GATX 22296  
GATX 22298 – GATX 22312  
GATX 22314 – GATX 22330  
GATX 52809 – GATX 52838  
GATX 16141 – GATX 16142  
GATX 22331 – GATX 22355  
GATX 21851 – GATX 21856  
GATX 21858 – GATX 21862  
GATX 21866 – GATX 21869  
GATX 21880 – GATX 21881

5 airslide freight cars marked as follows (all inclusive):

GATX 56381 – GATX 56385